

September 10, 2004

**Re: RFP # DFS 1-2005
Janitorial and Operations & Maintenance Services**

To All Potential Offerers:

You are invited to submit a proposal of proposals in accordance with requirements set forth in the attached Request for Proposals (RFP) issued by the Division of Forensic Science, Department of Criminal Justice Services. The Commonwealth is requesting proposals for maintenance services at the Central Laboratory/Medical Examiner's Facility in Richmond, and maintenance services and/or custodial/janitorial services the Northern Laboratory/Medical Examiner's Facility in Fairfax.

Original proposals, signed by your contractually binding authority, plus three (3) additional copies, must be received by the issuing agency no later than 2:00 p.m. on Tuesday, October 12, 2004.

MANDATORY PRE-PROPOSAL CONFERENCES will be held on-site at the Northern Laboratory, 9797 Braddock Road, Fairfax, Virginia at 10:30 on Wednesday, September 22, 2004, and at the Central Laboratory, 700 North Fifth Street, Richmond, Virginia at 10:30 on Friday, September 24, 2004. **Please read page 22, Section VIII of the RFP carefully.** If you plan to attend the pre-proposal conference(s), you are requested to notify Suzanne Ray by telephone, fax, or e-mail no later than Monday, September 20, 2004 in order to assure adequate accommodations.

Questions about the RFP may be directed to Suzanne Ray at 804-786-0649 or at Suzanne.Ray@dfs.virginia.gov. The fax number is 804-786-6857.

Suzanne Smith Ray, VCO
Laboratory Business Manager

Attachment: RFP # DFS 1-2005

REQUESTS FOR PROPOSALS (RFP)

Issue Date: **September 10, 2004**

RFP #: **DFS 1-2005**

Title: **Janitorial and Operations & Maintenance Services**

Commodity Codes: **91039 & 95815**

Issuing Agency:

**Commonwealth of Virginia
Department of Criminal Justice Services
Division of Forensic Science
700 North 5th Street
Richmond, Virginia 23219**

Location Where Work to be Performed: **VA Division of Forensic Science
Central Laboratory
700 North Fifth Street
Richmond, Virginia 23227**

**VA Division of Forensic Science
Northern Laboratory
9797 Braddock Road
Fairfax, Virginia 22032**

Period of Contract: **February 1, 2005 through January 31, 2007 (renewable)**

Proposals Will Be Received Until 2:00 p.m. Tuesday, October 12, 2004 For Furnishing The Services Described Herein. The Issuing Agency's Security Console digital clock will be used to determine the correct time in case of dispute.

All Inquiries For Information Should Be Directed to: Suzanne Smith Ray, Laboratory Business Manager, Telephone 804-786-0649.

IF PROPOSALS ARE MAILED, SEND THEM DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEY MUST COME TO THE DIVISION OF FORENSIC SCIENCE CENTRAL LABORATORY SECURITY CONSOLE AT BIOTECH TWO, 700 NORTH 5TH STREET, 1ST FLOOR, RICHMOND, VIRGINIA.

In Compliance With This Request For Proposals And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name of Firm

Date: _____

Address

Name: _____

Zip Code

Title: _____

FEI/FIN #. _____

Signature: _____
(in blue ink)

Telephone No.: () _____

Fax No.: () _____

Email address: _____

Small Business ____ Minority Owned Business ____ Female Owned Business ____

MANDATORY PRE-PROPOSAL CONFERENCES: See p. 22, Section VIII, of the RFP.

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- I. PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract(s), through competitive negotiations, for purchase of janitorial services and operations and maintenance services to the Central and Northern Forensic Laboratories, Division of Forensic Science (DFS), Department of Criminal Justice Services, an agency of the Commonwealth of Virginia. The contract(s) shall be a two-year term contract(s) with three additional one-year renewal options.
- II. BACKGROUND:** The Central Forensic Laboratory is a ca. 135,000 sq. ft. state-owned building designed and built to house the headquarters and Central regional offices of DFS and the Office of the Chief Medical Examiner; the occupancy date was June 1998. The Northern Forensic Laboratory is a ca. 30,000 sq. ft. state-owned building designed and built to house the Northern regional offices of DFS and the Office of the Medical Examiner; the occupancy date was October 1989. Both are laboratory/morgue facilities, with complex mechanical systems required to support those functions.

The laboratory has no maintenance personnel in its employment and currently has no allocation for additional staffing for the purpose of building maintenance. This solicitation is therefore intended to provide a source of technical expertise to assure optimum operation of the facility.

MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the **Department of Minority Business Enterprise**. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

GLOSSARY OF TERMS: Most terms are explained as they occur within the RFP, except the two listed below. To insure a thorough understanding of the proposal by the Evaluation Committee, any offeror submitting a proposal should provide a glossary of terms which are specific to his/her entity or operations. Any such glossary should be in alphabetical order.

Business Day: A DFS Business Day is any day, Monday through Friday, excluding state holidays. Holidays normally observed are listed below; other days may be declared holidays by the Governor.

New Year's Day	Memorial Day	Veterans' Day
Lee-Jackson Day	Independence Day	Thanksgiving Day
Martin Luther King, Jr. Day	Labor Day	Day after Thanksgiving
Presidents' Day	Columbus Day	Christmas Day

Business Hours: Regular Business Hours are the hours between 8:00 a.m. and 5:00 p.m. Eastern Standard or Daylight Savings time on any Business Day.

III. STATEMENT OF NEEDS

This solicitation consists of three (3) parts: (A) Operations and Maintenance (O&M) services at the Central Laboratory; (B) O&M services at the Northern Laboratory; and, (C) Janitorial/Custodial services at the Northern Laboratory. Offerors may submit proposals for one or all parts, described below. The first page of the proposal should state whether the offeror is proposing to provide one or more than one service, and which one(s).

Part A – O&M Services, Central Laboratory

Contractor shall initially provide, at minimum, three (3) full-time employees (hereafter called maintenance personnel) at the facility, with minimum qualifications as follows:

Lead Technician - Journeyman level in major trade such as HVACR, Electrical, etc.

Technician - Journeyman HVACR

Technician - General Maintenance

DFS will participate in selection of these persons.

Maintenance personnel shall be responsible for operations and maintenance (O&M) services to the facility as specified in the DFS Computerized Maintenance Management System (CMMS).

Contractor shall maintain facility coverage during all business hours, with a minimum of one technician if staggered shifts are utilized. Contractor must provide after hours and weekend on-call service to the facility for emergencies.

All maintenance personnel must be uniformed at all times.

O&M services include but are not limited to: management of all building mechanical systems, preventive and corrective maintenance, supervision of all on-site personnel needed to operate and maintain the mechanical systems, and monitoring overall building performance. The Contractor's job is to operate the mechanical systems efficiently and in a cost effective manner, consistent with standards of a laboratory building operation. O&M services shall also include building fire alarm system maintenance.

The Central Laboratory O&M contract will NOT include management and/or supervision of janitorial services, grounds services, or certain others for which DFS will award separate contracts. In the absence of the DFS Facilities Manager, however, the Contractor's project manager shall provide general supervision of all building maintenance functions.

Services provided by the O&M contractor shall be provided on a pass through basis. DFS expects offerors to submit pricing based on the cost of providing maintenance personnel, and hourly rates for on-call services. See page 31, Section XII, Pricing Schedule. All other costs are expected to be presented to DFS on a pass through "at cost" basis, on a monthly invoice which shall detail all pass through expenditures, project costs, and management fees, and include all associated documentation.

Contractor is expected to implement the established schedules and leverage existing vendor relationships to ensure quality service at the lowest possible cost. Inspections and written reports (electronic preferred) shall cover topics and be submitted on schedules mutually agreed upon by the Contractor and DFS.

A. Facilities Management : The contractor is expected to provide tactical facility management and services to the Central Forensic Laboratory/Medical Examiner's facility (hereafter referred to as the Central Lab). The scope of services includes all facility operational services, facility administrative support, and facility repair and replacement management services.

- B. Service Quality Satisfaction Assessment:** The contractor is expected systematically to evaluate actual performance of building services and the Central Lab's satisfaction level.
- C. Annual Building Inspection/Capital Expenditure Planning:** Approximately every six months the contractor's project manager and the DFS Facilities Manager will conduct a detailed inspection of the Central Lab, and the contractor shall present summary reports (electronic preferred) on the facility.

These inspections shall be the basis for any changes in service levels, operating budgets, and capital expenditures, and corrections of service deficiencies for the following year.

In addition, the contractor is expected to conduct more frequent detailed inspections of the facility to ensure the highest quality levels consistent with Central Lab and DFS guidelines. A copy of these inspections shall be provided (electronic preferred) to the Central Lab on a mutually agreed upon predetermined schedule.

- D. Fire Drills/Life Safety Programs:** The contractor is expected to participate in a life safety program consistent with Central Lab requirements for the facility, to include fire drills, meetings with volunteer "fire wardens," and coordination with assigned DFS staff and management. The contractor's maintenance personnel shall be familiar with the specific life safety requirements for the lab, including evacuation plans that may be dictated by the fire department and local codes.
- E. Contract Management:** The contractor and any subcontractors must meet insurance requirements and quality standards set by the Commonwealth, DFS, or the Central Lab.
- F. Services Management:** DFS expects the contractor to provide the highest proactive quality of tailored services, and that all contractor services shall be performed to the highest quality standards, following Central Lab requirements.

1. Heating, Ventilation & Air Conditioning (HVAC):

Contractor is expected to operate and maintain the HVAC system to ensure that the appropriate seasonal temperature range and air quality is provided in all areas. (Heating Season Range: 68° F to 72° F; Cooling Season: 72° F to 75° F.) Additional ranges for services shall be established for special service areas by the contractor and agreed upon by the Central Lab. Contractor should establish system operating hours to optimize both cost effectiveness and comfort. Preventive maintenance shall be performed in accordance with the agency's CMMS, to maximize operating efficiency and life expectancy of all general building mechanical systems as compared to industry standards and manufacturer's specifications.

The contractor is expected to provide all preventive maintenance services on all heating, ventilating, and air conditioning equipment. Major repairs or replacements to these HVAC systems shall be contracted only with qualified service contractors and not limited to only the established service contractors. All critical sensors or Building Automation System Controls shall be re-calibrated annually, and thereafter as needed. Contractor's maintenance personnel and service contractors shall be trained to troubleshoot problems and be prepared to respond to emergency situations within one hour of a complaint.

2. *Mechanical, Plumbing & Electrical Systems:*

The contractor is expected to provide all preventive maintenance services on all mechanical, plumbing and electrical equipment. Mechanical, plumbing and electrical systems shall be inspected annually to ensure their safety and reliability. A preventive maintenance program shall be established, based on the Division's CMMS, for all mechanical, plumbing and electrical system components, and special procedures implemented to ensure the integrity and reliability of all systems that support critical facility equipment. Where emergency generators, uninterruptible power systems (UPS), power conditioners, and other specialized electrical systems exist, it is expected that special operations and maintenance programs will be used to maximize their reliability. Any major repairs or improvements to the electrical systems shall be performed by Central Lab approved and licensed contractors.

3. *Fire Monitoring, Sprinklers & Extinguishers:*

Fire monitoring and sprinkler systems at the Central Lab shall be inspected and pump tests operated based on the Division's CMMS and in accordance with local codes, to ensure reliability. Fire extinguishers shall be inspected annually and recharged as necessary by a qualified contractor. Due to the specialized materials used in many of these systems, qualified fire safety system contractors shall perform all-major repairs.

4. *General Maintenance & Repairs:*

Contractor is expected to establish an ongoing program of proactive, scheduled general and preventive maintenance, as well as unscheduled maintenance and associated services as necessary. Work shall comply with all federal, state and local laws and regulations, and meet Central Lab requirements. Contractor is expected to schedule all services at times designated by or satisfactory to the Central Lab.

Contractor is expected to have a mechanism for immediate response. Contractor is expected to provide full service response, with qualified field personnel, within four (4) hours for all needs involving critical building systems. Further, on-site response to all other service requests, including routine maintenance, shall be within three (3) business days from the time requested, unless a job is specifically scheduled for completion at some future date. Services shall be performed in such a manner as not to disrupt normal operations of the Central Lab.

5. *Interior Lighting:*

Lamps and ballast used in interior lighting fixtures, including task lighting and fume hood lights, should be replaced within 24 hours, or as requested. Lighting diffusers and lenses shall be cleaned during re-lamping. It is expected that all used lamps will be recycled and disposed of according to state and federal compliance regulations.

6. *Exterior Lighting:*

Proper exterior lighting, especially around night delivery areas and parking areas, are essential to the safety of building occupants and visitors. Contractor is expected to

monitor performance of all exterior lighting and regulate by photocell to ensure operating efficiency and that minimum safety requirements are met. Replacement of lights is considered high priority in the facility maintenance system, and replacement is expected within 3 days. Used lamps should be recycled and disposed of according to state and federal compliance regulations.

7. *License/Government Compliance Administration:*

Contractor shall ensure that all required facility operations licenses are maintained in a current status, including signage, boiler, elevator, etc., and are displayed as required throughout the building, or in the contractor maintenance office. State and federal regulations must be adhered to and any required documentation kept current.

8. *Parking Lot Maintenance/Marking:*

The contractor is expected to maintain the parking lots so that they are free of potholes and cracking or "alligatoring" as approved by industry standards. Traffic arrows and lines, ADA compliant handicap designations, and marking of parking spaces shall be maintained clearly legible by the contractor.

9. *Snow Removal*

Contractor shall assure removal of snow and ice from all entrances, steps, landings, sidewalks, loading docks, vehicular courts, parking areas, and driveways. DFS expects minimum hazardous conditions in pedestrian areas, and reasonable clearing of snow and ice accumulations in vehicular areas. Vehicular areas are not to be used as a repository for snow and ice removed.

Snow removal operations should be completed before building occupants report to work, and repeated as necessary to maintain quality standards until the building closes for the day. DFS will notify the Contractor if the building is closed early, or on holidays or weekends. In general, the Central Lab will close due to inclement weather when state government closes for the same reason.

Contractor is expected to schedule an annual springtime sweeping away of sand, etc., left as residue of winter snow and ice removal.

10. *Roof Inspection/Repairs:*

The contractor's project manager shall coordinate annual inspection of the Central Lab roof and is expected to recommend any capital improvements necessary. Inspection and repair of roof leaks should be dispatched within one hour of notice. The contractor is expected to implement a predetermined preventive maintenance program, mutually agreed upon by the contractor and Central Lab, to extend the useful life of the facility's roof and reduce its cost over the long-term life cycle.

11. *Exterior Building:*

The contractor is expected to maintain the building exterior facade to keep a clean and attractive appearance, and to repair surfaces as necessary to maintain a clean, uniform surface free of degradation.

12. *Interior Painting/Wall Covering:*

Interior painting and wall covering schedules will be determined by Central Lab management. Spot cleaning frequency will be determined during building inspections.

13. *Budget Management:*

The contractor is expected to compile annual operating and capital budgets based upon actual building history, projected costs and savings, and to deliver an accurate, thorough, organized, well documented, and timely, budget that is responsive to the Central Lab's goals and objectives.

14. *Emergency Response and Disaster Recovery:*

The contractor is expected to assist with development and implementation of operating procedures and documented contingency plans for 24 hour by 7-day response for all services provided.

- H. Facilities Management/Administration Support:** The contractor is expected to provide centralized administrative support necessary to accomplish all services provided to Central Lab.
- I. Facility Management Files:** The contractor's management is expected to maintain all service contracts and insurance files for operation of the Central Lab facility, and to record contracts in such a way as to ensure consistent and accurate tracking. All files shall be maintained on site.
- J. License/Compliance Administration:** Contractor shall require that state and federal license and regulations are adhered to and any required documentation be filed and maintained locally.
- K. Financial Reporting:** The contractor is expected to provide staffing required to maintain data and produce monthly reporting to assess operating budget performance; reimbursable invoice consolidation documenting all expenditures and capital budget evaluation with Division of Forensic Science approvals documented.
- L. Facilities Management/ Building Repair & System Replacement Management:** Contractor shall be responsible for infrastructure repair and system replacement management. The Contractor is expected to deliver repair and system replacement project management value in the following areas:
 - 1. Full integration with all Facility Management Services:** Contractor is expected to ensure that Central Lab personnel and O&M service providers establish mutually agreeable work schedules with minimal inconvenience to either. Critical issues such as planned outages, facilities availability to staff and customers, temporary environment

support, and Central Lab production interference must be scheduled and agreed to in advance.

2. **Value Engineering:** The contractor is expected to provide proven service that can value engineer major repairs and/or whole system replacement projects. The contractor is expected to deliver on DFS's prioritized needs while maintaining budget, schedules and building production for customers. All deviations from original cost estimates shall be clearly identified and justified by the contractor. Change orders to the original proposal shall be recorded by the Contractor and approved by Central Lab management.
3. **Minor Alterations:** The need for minor alterations to the facility shall be reviewed with a designated Central Lab representative. For minor projects, the contractor's project manager is expected to provide construction management services including bidding, contractor selection, and project supervision and ensure that all work is completed according to approved plans and specifications.

Part B – O&M Services, Northern Laboratory

Contractor shall initially provide at minimum one full-time employee (hereafter called the project manager) at the facility, with a minimum qualification of journeyman in HVAC. DFS will participate in selection of that person. The project manager shall be responsible for operations and maintenance (O&M) services to the facility.

O&M services include but are not limited to: management of all building mechanical systems, preventive and corrective maintenance, supervision of all on-site personnel needed to operate and maintain the mechanical systems, and monitoring overall building performance. The Contractor's job is to operate the mechanical systems efficiently and in a cost effective manner, consistent with standards of a laboratory building operation. In addition, O&M may include management and/or supervision of janitorial services, grounds services, and building fire alarm system maintenance.

These services shall be provided on a pass through basis. DFS expects offerors to submit pricing based on the cost of providing a project manager, and hourly rates for on-call services. See page 32, Section XII, Pricing Schedule. All other costs are expected to be presented to DFS on a pass through "at cost" basis, on a monthly invoice which shall detail all pass through expenditures, project costs, and management fees, and include all associated documentation.

Contractor is expected to implement the established schedules and leverage existing vendor relationships to ensure quality service for the lowest possible cost. Inspections and written reports (electronic preferred) will cover topics and be submitted on schedules mutually agreed upon by the Contractor and DFS.

- A. **Facilities Management:** The contractor is expected to provide tactical facility management and services to the Northern Forensic Laboratory/Medical Examiner's facility (hereafter referred to as the Northern Lab). The scope of services includes all facility operational services, facility administrative support, and facility repair and replacement management services.
- B. **Service Quality Satisfaction Assessment:** The contractor is expected systematically to evaluate actual performance of building services and the Northern Lab's satisfaction level.

- C. **Annual Building Inspection/Capital Expenditure Planning:** Approximately every six months the contractor's project manager and the DFS Facilities Manager will conduct a detailed inspection of the Northern Lab, and the contractor shall present summary reports (electronic preferred) on the facility.

These inspections shall be the basis for any changes in service levels, operating budgets, and capital expenditures, and corrections of service deficiencies for the following year.

In addition, the contractor is expected to conduct more frequent detailed inspections of the facility to ensure the highest quality levels consistent with Northern Lab and DFS guidelines. A copy of these inspections shall be provided (electronic preferred) to the Northern Lab on a mutually agreed upon predetermined schedule.

- D. **Fire Drills/Life Safety Programs:** The contractor is expected to participate in a life safety program consistent with Northern Lab requirements for the facility, to include fire drills, meetings with designated DFS employees, and coordination with assigned DFS staff and management. The contractor's project manager shall be familiar with the specific life safety requirements for the lab, including evacuation plans that may be dictated by the fire department and local codes.
- E. **Contract Management:** The contractor shall be responsible for all service contracts for operation of the Northern Lab, whether he/she performs required services or subcontracts them. The contractor and any subcontractors must meet insurance requirements and quality standards set by the Commonwealth, DFS, or the Northern Lab.
- F. **Services Management:** DFS expects the Contractor to provide the highest pro-active quality of tailored services, and that all contractor services shall be performed to the highest quality standards, following Northern Lab requirements.

1. *Heating, Ventilation & Air Conditioning (HVAC):*

Contractor is expected to operate and maintain the HVAC system to ensure that the appropriate seasonal temperature range and air quality is provided in all areas. (Heating Season Range: 68° F to 72° F; Cooling Season: 72° F to 75° F.) Additional ranges for services shall be established for special service areas by the contractor and agreed upon by the Northern Lab. Contractor should establish system operating hours to optimize both cost effectiveness and comfort. Preventive maintenance shall be performed in accordance with the agency's CMMS, to maximize operating efficiency and life expectancy of all general building mechanical systems as compared to industry standards and manufacturer's specifications.

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Snow removal operations should be completed before building occupants report to work, and repeated as necessary to maintain quality standards until the building closes for the day. DFS will notify the Contractor if the building is closed early, or on holidays or weekends. In general, the Northern Lab will close due to inclement weather when local government closes for the same reason.

Contractor is expected to schedule an annual springtime sweeping away of sand, etc., left as residue of winter snow and ice removal.

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The contractor is expected to assist with development and implementation of operating procedures and documented contingency plans for 24 hour by 7-day response for all services provided.

- H. Facilities Management/Administration Support:** The contractor is expected to provide centralized administrative support necessary to accomplish all services provided to Northern Lab.
- I. Facility Management Files:** The contractor's management is expected to maintain all service contracts and insurance files for operation of the Northern Lab facility, and to record contracts in such a way as to ensure consistent and accurate tracking. All files shall be maintained on site.
- J. License/Compliance Administration:** Contractor shall require that state and federal license and regulations are adhered to and any required documentation be filed and maintained locally.
- M. Financial Reporting:** The contractor is expected to provide staffing required to maintain data and produce monthly reporting to assess operating budget performance; reimbursable invoice consolidation documenting all expenditures and capital budget evaluation with DFS approvals documented.
- N. Facilities Management/ Building Repair & System Replacement Management:** Contractor shall be responsible for infrastructure repair and system replacement management. The Contractor is expected to deliver repair and system replacement project management value in the following areas:
- 1. Full integration with all Facility Management Services:** Contractor is expected to ensure that Northern Lab personnel and O&M service providers establish mutually agreeable work schedules with minimal inconvenience to either. Critical issues such as planned outages, facilities availability to staff and customers, temporary environment

support, and Northern Lab production interference must be scheduled and agreed to in advance.

2. **Value Engineering:** The contractor is expected to provide proven service that can value engineer major repairs and/or whole system replacement projects. The contractor is expected to deliver on DFS's prioritized needs while maintaining budget, schedules and building production for customers. All deviations from original cost estimates shall be clearly identified and justified by the contractor. Change orders to the original proposal shall be recorded by the Contractor and approved by Northern Lab management.
3. **Minor Alterations:** The need for minor alterations to the facility shall be reviewed with a designated Northern Lab representative. For minor projects, the contractor's project manager is expected to provide construction management services including bidding, contractor selection, and project supervision and ensure that all work is completed according to approved plans and specifications.

Part C – Janitorial/Custodial Services, Northern Laboratory

The Contractor should provide approximately 1.5 full-time General Custodians at the Northern facility to cover regular business hours. General Custodians (hereafter called Custodians) should have a minimum of one (1) year of commercial experience. DFS will participate in selection of Custodians.

The Contractor shall be responsible for providing day custodial services as specified in the DFS Computerized Maintenance Management System (CMMS). Facility coverage must be maintained during all operational hours (8:00 a.m. – 5:00 p.m.).

Proposals should be offered on the basis of total number of service hours during the contract.

Custodians must receive OSHA training in blood borne pathogens and personal safety devices prior to the contract start date.

All Custodians must wear or carry an identification badge at all times.

Contract management will provide supervision as required for floor maintenance services whether those services are provided within the scope of the janitorial contract or by separate contract.

Custodial services include but are not limited to: management of all building custodial services, day porter operations, supervision of all on-site personnel needed to perform all custodial functions for the DFS Northern Laboratory. The Contractor's job is to provide custodial services efficiently and in a cost effective manner, consistent with the standards of a laboratory. Custodial services shall include floor maintenance services as defined in the CMMS which will include normal carpet and floor maintenance.

Offerors should include provisions for providing floor services such as stripping, waxing and carpet shampooing; however, DFS may choose at its own discretion to award separate contracts for these services.

Contractor must have the ability to provide alternate personnel with required security clearance when needed (i.e., to cover sick days, emergencies, vacations, etc.). Security clearances must be completed prior to contractors' or subcontractors'

All materials and equipment purchased through mechanism of the contract shall become the property of DFS.

DFS Facilities Management shall approve all equipment, supplies and materials for use in the facility. Contractor must demonstrate the ability to provide adequate materials, equipment, and personnel for building related emergencies.

All services provided by the janitorial contractor shall be provided on a pass through basis. DFS expects offerors to submit pricing based on the cost of providing Custodians and hourly rates for other services. See page 33, Section XII, Pricing Schedule. All other costs are expected to be presented to DFS on a pass through "at cost" basis, on a monthly invoice which shall detail all pass through expenditures, project costs, and management fees, and include all associated documentation.

Contractor is expected to implement established schedules and leverage existing vendor relationships to ensure quality service for the lowest possible cost. Inspections and written reports (electronic preferred) will cover topics and be submitted on schedules mutually agreed upon by the Contractor and DFS.

- A. Custodial Services:** The Contractor is expected to provide day shift custodial services to the Northern Forensic Laboratory/Medical Examiner's facility (hereafter referred to as the Northern Lab). The scope of services includes all day and night custodial services, all janitorial supplies and products, and any associated administrative duties as required.

Contractor services do not apply to the following Medical Examiner areas: the autopsy suite, garage, and tissue storage room. All other areas shall be included in the contract.

- B. Service Quality Satisfaction Assessment:** The Contractor is expected systematically to evaluate actual performance of building services and the Northern Lab's satisfaction level. Contractor management is expected to perform monthly quality inspections with DFS Facilities Management. These inspections shall be the basis for any changes in service levels, operating budgets, capital expenditures or corrections of service deficiencies.

In addition, the Contractor is expected to conduct detailed inspections of the facility to ensure the highest quality levels consistent with DFS guidelines. A copy of these inspections shall be provided monthly (electronic preferred) to the DFS Northern Laboratory Director, or other party as agreed upon by the agency and the Contractor..

- C. Contract Management:** The Contractor and any subcontractors must meet insurance requirements and quality standards set by the Commonwealth, DFS, or the Northern Lab.
- D. Services Management:** DFS expects the Contractor to provide the highest quality of tailored services and that all contractor services shall be performed to the highest quality standards. Contractor is expected to provide a full range of custodial services to include daily activities as listed in Attachment A, page 34.

- E. Custodial Management/Administration Support:** The Contractor is expected to provide centralized administrative support necessary to accomplish all services provided to the Northern Lab.
- F. Custodial Management Files:** Contractor's management is expected to maintain all vendor contracts and insurance files as related to the custodial operation of the Northern Lab facility and to record contracts in such a way as to ensure consistent and accurate tracking. All files shall be maintained on site.
- G. Health and Safety Compliance Administration:** Contractor is required to adhere to all state and federal regulation and to maintain all required documentation.
- H. Financial Reporting:** The Contractor is expected to provide monthly reporting of reimbursable invoice documentation of all expenditures with DFS approvals documented.

IV. SECURITY REQUIREMENTS

A. CONTRACTOR'S RESPONSIBILITY

1. The Contractor(s) shall insure that his or her authorized agents, representatives, subcontractor(s), or any other party (hereafter referred to as "Contractor's employees") comply with security requirements of the laboratory. Contractor(s) shall insure compliance with these requirements before any Contractor's employee is permitted within the building unescorted or after Business Hours. The purpose of these security requirements is to prevent compromise of building security required to insure the integrity of evidence and records of building occupants in support of the criminal justice system.
2. Contractor's employees and subcontractors will be required to undergo a criminal history background check before being permitted to work in the building on a routine basis.
3. Contractor's employees shall not admit unauthorized persons to controlled areas without prior approval of Central or Northern Lab security, as applicable. Any such admission request shall be referred to the DFS Security Desk.
4. All doors requiring key access shall be closed and locked upon completion of any work done in the affected area.

B. SECURITY CLEARANCE REQUIREMENTS

1. Each of Contractor's employees who have unescorted access to the building shall submit personal information to DFS, along with inked fingerprint cards.

DFS is open for the purpose of fingerprinting and completing necessary forms during Business Hours on Business Days.
2. Based on the personal information submitted and other information DFS deems proper, DFS will, based upon its sole judgment and discretion, issue security clearances to the Contractor's employees authorizing them to enter and work unescorted in the laboratory.

No Contractor's employees have any right to be issued a pass or any right to damages because a pass is not issued or is rescinded.

4. Contractor's employees will be issued access cards and keys by the DFS Security Officer as required by the Contractor for his or her personnel to perform their assigned duties. Access cards and keys will be issued on a permanent basis or a daily basis as needed, per the determination of DFS management. Access cards and keys **SHALL NOT BE REASSIGNED** by the Contractor(s) or Contractor's employees.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies, so marked, of each proposal must be submitted to the issuing Agency. The Offeror shall make no other distribution of the proposal.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the Offeror. The original proposal must be clearly marked on the outside of the proposal. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing Agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which requirements are presented in the RFP. All proposal pages should be numbered. Each proposal paragraph should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number and sub-letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of each page. The proposal should contain a table of contents which cross references RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must,” “shall,” “should,” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact, and would be useful but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either prior to or at the time the data or other material is submitted. The written notice must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The outside of the proposal must be marked to denote proprietary information is contained in the documents. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining, and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- g. All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes, or packages:

From: Name of Vendor
Street or P. O. Box Number
City, State, Zip Code
Due Date: October 12, 2004
Due Time: 2:00 p.m. EST
RFP Number DFS 1-2005

- 3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Issuing State Agency will schedule the time and location of the presentation. Oral presentations are an option of the purchasing Agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

1. Proposals should be as thorough and detailed as possible so that DFS may properly evaluate Offerors' capabilities to provide the required services. Offerors are required to submit the following as a complete proposal:
 - a. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 - b. A glossary of terms in alphabetical order, if applicable.
 - c. A written narrative statement to include:
 1. Experience in providing the services described herein.
 2. Names, qualifications and experience of personnel to be assigned to the project.
 3. Resumes of staff to be assigned to the project.
 - d. Provide no more than three (3) references of other clients that your firm has provided similar services. Describe the nature of the project and provide the name of the entity, their address and phone number and a person's name at the entity who is familiar with the project. If your company only provides one or two references please note that these were the only projects that were similar in nature.
 - e. Specific plans for providing the proposed services, including:
 1. List of proposed services, including procedures.
 2. Detailed description of how the service will be performed.
 3. Time frame for implementation of the contract.
 4. Compensation - Describe the proposed method and amount of compensation, supported by a detailed estimated budget or other allocation of funds necessary to accomplish the requirements of the contract.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA: Proposals will be evaluated by the DFS using the following criteria:

1. Proposed Services, including specific plans or methodology for providing the proposed services.
2. Experience in providing this type of services for this size building, including references from at least three (3) similar clients, one of which shall be a current contract.
3. Qualifications of staff to be assigned to this project.
4. Cost.

B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which in its opinion has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. REPORTING AND DELIVERY REQUIREMENTS:

A. UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES: The following reports shall be submitted to the contract administrator as indicated:

Periodic Progress Reports/Invoices: The Contractor shall provide a report on involvement of small businesses and businesses owned by women and minorities on a quarterly basis to the Contract Administrator. This report will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. *This information shall be provided separately for small businesses, women-owned businesses, and minority-owned businesses.*

Final Actual Involvement Report: The Contractor shall submit to the Contract Administrator, prior to completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A spreadsheet or other columnar format is suggested.

VIII. MANDATORY PRE-PROPOSAL CONFERENCES: Mandatory pre-proposal conferences (MPPC) will be held at 10:30 a.m. on Wednesday, September 22, 2004 at the Northern Laboratory facility at 9797 Braddock Road in Fairfax, and at 10:30 a.m. on Friday, September 24, 2004 at the Central Laboratory facility at 700 North Fifth Street in Richmond. The purpose of these conferences is to allow potential Offerors an opportunity to present questions and obtain clarification regarding any aspect of this solicitation.

Due to the importance of a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at the conference(s) will be a prerequisite for submitting proposals. If you wish to submit a proposal for O&M services at the Central Lab, you **MUST** come to the MPPC in Richmond; if you wish to submit a proposal for O&M and/or custodial services at the Northern Lab, you **MUST** come to the MPPC in Fairfax; and, if you wish to submit a proposal for performing services at both labs, you or your representative **MUST** come to both MPPCs. Proposals will only be accepted from those Offerors who are represented at these pre-proposal conferences. Attendance at the conferences will be evidenced by the representative's signature on the attendance rosters. ***NO ONE WILL BE ADMITTED TO THE PRE-PROPOSAL CONFERENCES AFTER 10:45 a.m.*** The DFS clock will be used to determine the correct time in case of dispute.

Potential offerors should bring a copy of this solicitation to the pre-bid conference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IX. MANDATORY GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964,

as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on

contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full

is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform

the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of

Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that

will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
 - b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

X. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Division of Forensic

Science will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

- B. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part o in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the services specified.

Contractor Name: _____
Subcontractor Name: _____
License # _____
Type _____

- F. MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the offeror to submit such data sheets may be cause for declaring the proposal to be nonresponsive.
- G. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.
- H. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for three successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written

notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available..
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- I. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., AMS Trading Partner Agreement, a copy of which can be accessed and downloaded from, www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

XI. METHOD OF PAYMENT

Payment will be made on the basis of monthly invoices submitted by the Contractor to DFS. Monthly invoices shall detail all pass through expenditures, project costs, and management fees, and shall include all associated documentation.

Payment will be made within 30 days after verification by DFS, or as agreed upon as a result of negotiation.

- XI. PRICING SCHEDULE: Offerors must provide an estimated budget for each service(s) to the Central or Northern Lab(s) that is included in the proposal. The budget(s) should include personnel and other costs as shown below.**

Part A – O&M Services, Central Laboratory

PERSONNEL COSTS: Based on the statement of needs, the site tour, offerors' experience, and industry standards, offerors shall submit a proposed pricing schedule, which should provide at a minimum the following information:

- **LEAD TECHNICIAN:** Annual salary and all other costs related to providing a Lead Technician; to include any and all costs to be charged to DFS.
- **OTHER PERSONNEL:** Annual salary and all other costs related to additional contractor personnel deemed necessary to meet the requirements of the contract.
- **HOURLY AND OVERTIME LABOR RATES** of all categories of contractor personnel expected to be used on this project (e.g., HVAC mechanic, electrician, plumber, etc.)

ADMINISTRATION AND MATERIALS: Offerors shall submit a proposed itemized budget, which reflects what he/she thinks it will actually cost to operate the Central Laboratory. This budget should include at a minimum the following information:

- **ADMINISTRATIVE COSTS:** Overhead, profit margin, and any and all other anticipated administrative costs.
- **START-UP COSTS** (i.e., equipment and materials, etc.)
- **ANTICIPATED O&M COSTS** to maintain HVAC and other building systems
- **OTHER COSTS** (e.g., snow removal, etc.)

The pricing schedule should be completed in as much detail as possible, and in the order outlined above.

To facilitate evaluation, a spreadsheet or similar tabular layout should be used.

Part B – O&M Services, Northern Laboratory

PERSONNEL COSTS: Based on the statement of needs, the site tour, offerors' experience, and industry standards, offerors shall submit a proposed pricing schedule, which should provide at a minimum the following information:

- **LEAD TECHNICIAN:** Annual salary and all other costs related to providing a Lead Technician; to include any and all costs to be charged to DFS.
- **OTHER PERSONNEL:** Annual salary and all other costs related to additional contractor personnel deemed necessary to meet the requirements of the contract.
- **HOURLY AND OVERTIME LABOR RATES** of all categories of contractor personnel expected to be used on this project (e.g., HVAC mechanic, electrician, plumber, etc.)

ADMINISTRATION AND MATERIALS: Offerors shall submit a proposed itemized budget, which reflects what he/she thinks it will actually cost to operate the Northern Laboratory. This budget should include at a minimum the following information:

- **ADMINISTRATIVE COSTS:** Overhead, profit margin, and any and all other anticipated administrative costs.
- **START-UP COSTS** (i.e., equipment and materials, etc.)
- **ANTICIPATED O&M COSTS** to maintain HVAC and other building systems
- **OTHER COSTS** (e.g., snow removal, etc.)

The pricing schedule should be completed in as much detail as possible, and in the order outlined above.

To facilitate evaluation, a spreadsheet or similar tabular layout should be used.

Part C – Janitorial/Custodial Services, Northern Lab

PERSONNEL COSTS: Based on the statement of needs, the site tour, offerors' experience, and industry standards, offerors shall submit a proposed pricing schedule, which should provide at a minimum the following information:

- **GENERAL CUSTODIAN:** Annual salary and all other costs related to providing a General Custodian; to include any and all costs to be charged to DFS.
- **OTHER PERSONNEL:** Annual salary and all other costs related to additional contractor personnel deemed necessary to meet the requirements of the contract.
- **HOURLY AND OVERTIME LABOR RATES** of all categories of contractor personnel expected to be used on this project.

ADMINISTRATION AND MATERIALS: Offerors shall submit a proposed itemized budget, which reflects what he/she thinks it will actually cost to perform janitorial operations at the Northern Laboratory. This budget should include at a minimum the following information:

ADMINISTRATIVE COSTS: Overhead, profit margin, and any and all other anticipated administrative costs.

- **START-UP COSTS** (i.e., equipment and materials, etc.)
- **ANTICIPATED JANITORIAL COSTS** to perform janitorial services to the Northern Lab
- **OTHER COSTS**

The pricing schedule should be completed in as much detail as possible, and in the order outlined above.

To facilitate evaluation, a spreadsheet or similar tabular layout should be used.

CLEANING SCHEDULE

DAILY TASK	MON	TUE	WED	THU	FRI
Empty all trash cans					
Empty all shredder containers & shred					
Vacuum carpeted floors and mats in front lobbies and elevator w/ upright vacuum					
Spot clean carpeted and non-carpeted areas to remove stains, spills					
Damp mop DNA and MEO Histology					
Clean kitchen-counter tops, sink, microwave interior, tables and chairs					
Disinfect all water coolers, door knobs and key pads					
Replenish paper towel dispensers					
Clean glass on entrance doors-inside and outside					
Dust glass top furniture and wipe clean of fingerprints, smudges					
Empty mop bucket and hang mop to dry					
Clean mop sink					
Maintain custodial closet in a neat orderly fashion					
Replace all clear, trash can liners (<u>as needed</u>)					
Dust mop/damp mop all non-carpeted floors (<u>as needed</u>)					
Spot clean fingerprints, scuff marks, stains from doors, frames, walls (<u>as needed</u>)					
Arrange furniture in common areas					
Remove dirt spots on walls, base boards, etc. (<u>as needed</u>)					
Bathrooms:					
Clean and sanitize all basins, bowls and urinals					
Clean toilet seats, using disinfectant in water, and leave in raised position					
All paper products shall be replenished and spares left on-hand					
Wipe elevator walls, doorways, control panel					
Clean and polish all mirrors, light fixtures and enameled surfaces (<u>as needed</u>)					
Shower floors, tile walls cleaned with a disinfectant/fungicide solution (<u>as needed</u>)					
Sanitary napkin cans emptied and damp wiped clean (<u>as needed</u>)					
All hand soap dispensers filled and checked for leaks (<u>as needed</u>)					

BI-WEEKLY			TUE		THU	
Damp mop Toxicology						
Vacuum carpeted areas						
Dust all furniture tops, file cabinets, window sills, flat surfaces (no feather duster)						
Sweep and damp mop stairwells, don't forget the stairwell to the basement						
WEEKLY				WED		
Spray buff floors after wet mopping						
Dust all exposed furniture, wall hangings, railings, baseboards, door/window casings, light fixtures, vertical blinds						
Damp wipe entrance doors/frames and unpainted metal doors, frames						
Vacuum upholstered chairs in lab areas						
Disinfect all telephones						
Wash and disinfect tiled walls and partitions in rest rooms						
Clean recycling containers in kitchen						
MONTHLY						
Clean and disinfect waste baskets inside and out						
Machine scrub rest room floors						
Vacuum all upholstered furniture in offices						
Polish wood surfaces						
High cleaning: pipes, HVAC vents, walls, corners & tops of cabinets						
Clean cabinet & fume hood fronts in all lab areas						
ANNUALLY (To be scheduled)						
Shampoo carpet wall to wall						
Shampoo upholstered furniture						
Stripping/refinishing floors						
Wash inside surface of windows						

Special Cleaning Requirements for DNA

1. Daily/weekly duties include:
 - Empty trash (daily)
 - Stock paper towels (daily, as needed)
 - Clean stainless steel sinks (weekly)
 - Sweep floor (daily)
 - Mop floor (weekly)
 - Clean door handles with 10% bleach solution (daily)
2. All cleaning will be done first thing in the morning upon arrival, 7:00 a.m.
3. Gloves and face masks are to be worn when cleaning all areas of the Forensic Biology section.
4. Vacuum chairs monthly.
5. Contractor's personnel shall always knock on the doors prior to entering the DNA rooms to ensure that a critical stage of DNA testing is not interrupted, and wait for the scientist to gesture yes or no before entering the room. If the answer is "yes", begin cleaning. If "no", finish all other tasks in Forensic Biology and then return later. The scientist will determine whether it is a convenient time for cleaning. If no one responds to the Contractor personnel's knock, proceed with cleaning of the room.
6. DNA room doors shall not be propped open or held open for any reason. Contractor's personnel shall allow the door to close completely after entering or exiting the room.
7. Mops, brooms and other cleaning materials which have been used to clean other laboratory sections cannot be used to clean the DNA rooms. The rooms must have a designated mop and broom, both of which will be kept stored within the room on a permanent basis.
8. The contractor shall choose one of two ways of handling water buckets used to clean the DNA rooms.
 - a. The water bucket used for mopping other sections of the laboratory may also be used to mop the DNA room, but only if that is the last room in the laboratory to be mopped.
 - b. Alternatively, a complete separate water bucket should be designated for use in the post amp room.

When DNA room mopping is complete, the water bucket must be taken immediately to the janitorial room, dumped and washed out with 10% bleach solution and rinsed with water. The bucket shall be stored in the janitorial closet until its next use, regardless of the alternative selected above.
9. DNA room duties:
 - c. Trash shall be emptied as needed. Trash bags shall be tied and knotted shut in the DNA room, so contents will not be exposed when removed from the DNA room. Large custodial trash containers on wheels should not be taken into DNA rooms; all trash should be taken to the location of the custodial trash container for disposal.
 - d. Floors in the DNA rooms shall be swept with a designated broom and dust pan in the post-amp room (paragraph 7 above). Dirt shall be discarded in the trash and discarded

as described in paragraph 9a.

- e. Floors and baseboards shall be mopped weekly. A designated mop shall be used in the DNA rooms; the mop head shall be disposable and shall be discarded when soiled. The mop handle shall be left in the DNA room until its next use (paragraph 7).
- f. Metal sinks shall be cleaned and scoured weekly when nothing is in the sink. Detergent containers shall be designated to specific rooms, and shall not be moved between them. Disposable paper towels shall be used to clean the sinks and then be disposed of in DNA room trash (paragraph 9a).
- g. Paper towels shall be stocked as needed in both the DNA rooms.
- h. Counter tops shall not be wiped or dusted in order not to disturb sensitive equipment located there.
- i. DNA room interior door window and the single window inside the post-amp room shall not be cleaned except by special arrangement. Cleaners shall not be sprayed directly onto windows due to sensitive equipment located nearby and disposable cloths are to be used (paragraph 9a).
- j. Vents and cloth chair covers shall not be vacuumed, except by special arrangement.
- k. Floor buffing inside the post-amp room shall not be done except by special arrangement.
- l. The exterior of the door handles are to be cleaned daily with 10% bleach solution and a disposable cloth. After the exterior of the handle is cleaned, the same cloth is used to clean the interior handle and then discarded in the DNA room (see paragraph 9).